



**Request for Bid
For
Replacement of Chiller #2
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. **15085**

Letting Date: 9/30/2015

Must be submitted no later than 1:00 PM Central Time
Bid Responses received after this date will be rejected

***For information about this notice, and during this procurement,
Interested persons shall contact only:***

Jody McNaughton
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239- 1298
Fax: 515-239-1538
E-Mail: jody.mcnaughton@dot.iowa.gov

**Issued addenda and all other correspondence
will be posted to Iowa DOT's website:
<http://www.iowadot.gov/purchasing>**

Procurement Timetable

The following dates are set forth for informational and planning purposes. The Iowa DOT reserves the right to revise the dates as needed. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFB	cover	09/08/2015
Number of Copies of Bid Responses Required	3.3.4	1
<div style="border: 1px solid black; display: inline-block; padding: 2px;">X</div> Bidders Conference (Pre-Bid) <i>Box will be checked when attendance is mandatory</i>	2.32	09/14/2015 1:00p.m.
DOT Response from Bidder's Conference Questions	2.32	09/16/2015
Bidder Questions, Requests for Clarification, & Changes (no later than)	2.2/2.5	09/18/2015
DOT Response to Questions Issued (no later than)	2.2/2.5	09/22/2015
Bid Opening/Proposal Due	2.8/2.9	09/30/2015
Presentations & Demonstrations "Short list" (by invitation only)	2.24/ 5.3	
Announce Successful Bidder Intent to Award* see note below	2.22	10/02/2015
Completion of Contract Negotiations & Execution of the Contract	2.22	10/12/2015
Contract Begin Date	6.2	10/19/2015
Contract End Date	6.2	03/25/2016

*Intent to Award - See Section 2.22

It is intended that Bid Responses will be evaluated and a notice of "intent to award" will be issued within thirty (30) days of the bid opening date. Bid Responses prices, terms and conditions must be held firm for a 180-day period from the date of the notice of "intent to award" the contract.



Bid Response

		Date Bids Due: 09/23/2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 15085		Description: Replacement of Chiller #2			
Contract to Begin: 10/19/2015		Date of Completion: 03/25/2016	Proposal Guaranty Amount \$10,000.00	Performance Bond (Y/N) Y	Liquidated Damages: \$125.00 per day
Purchasing Agent: Jody McNaughton		E-mail Address: Jody.mcnaughton@dot.iowa.gov		Phone: 515-239-1298	Fax: 515-239-1538
Company Name:				Federal Tax ID:	
Street Address:		City:	State:	Zip Code:	
Supplier Contact (type or print)		E-mail Address:		Phone:	Fax:
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No				Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION

This bid package includes the Bid Proposal, Schedule of Prices, Standard Terms and Conditions, Supplemental Terms, Specifications, mailing label and other information needed to prepare a bid response. Please use the furnished mailing label, & indicate on the packet, proposal number & letting date" on the outside of the return envelope. Bidders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or emailed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guarantee in an accepted form in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms required for this specific bid opportunity. Bids not including a proposal guarantee when required, will not be considered for award.

PROPOSAL STATEMENT

The entire contents of this Bid Proposal, addendums to the proposal, specifications, plans, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

Upon award, the successful Bidder promises to enter into a contract within fifteen (15) days after award or forfeit the proposal guarantee furnished herewith.

Bidder promises to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

Bidder certifies that they have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

Bidder certifies that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this Bid Proposal.

Upon award, the successful bidder promises to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed _____ Date _____

Schedule of Prices

Project Description:

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1	Replacement of Chiller #2 as per the specifications and in this proposal	1 Job	Lump/Sum	\$_____
2	Project completion time	1	Calendar days from intent to award	_____
3	Indicated Manufacturer warranty period on equipment and parts	1	Number of years	_____
4	Indicate Contractors Labor warranty period	1	Number of years	_____
5	Extended Warranty option Up to an additional 10 years	1		\$_____

I hereby certify that this Bid Response meets or exceeds the minimum requirements including specifications and addendums.

Authorized
Signature:

Contact Person:

Company:

(Print Name)

Address:

Federal Tax I.D. No.:_____

(City) (State) (Zip Code)

Contractor's
Registration No (If applicable):_____

Phone No: _____

Email:_____

Fax No.: _____

I acknowledge receipt of addendums.:_____

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Section 1 Introduction

1.1 Purpose & Overview of the RFB Process

The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified on the RFB cover page and described further in Section 3 of this RFB. The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. The Iowa DOT may renew the contract(s) for up to the number of annual extensions identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB shall not be an exclusive contract.

Bidders will be required to submit Bid Responses according to the Procurement Timetable. The Iowa DOT will evaluate all responsible Bidders that submit timely responsive Bid Responses to be considered for award.

1.2 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.2.1 “Bid Response” means the bid document submitted by the bidder in response to the RFB.

1.2.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in section 4.

1.2.3 “Bidder” means individual, company or entity submitting a response in response to the RFB.

1.2.4 “Iowa DOT” means the Iowa Department of Transportation.

1.2.5 “Participating Agency” or “Participating Agencies” means the all state boards, and commissions, and any political subdivisions as identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

1.2.6 “Procurement Timetable” (*on the page immediately following the RFB cover*) provide timeline, event and date information.

1.2.7 “Purchase Order” means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the supplier should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

1.2.8 “Responsible Bidder” means a bidder that has the capability in all respects to perform the requirements of the Bid Proposal specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or

services offered by the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.2.9 “RFB” means Request for Bid and any attachments, exhibits, schedules or addenda hereto. A written response by a Bidder shall be considered a bid and referred to as a Bid Response.

1.2.10 “State” means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting Contract as permitted by this RFB.

1.2.11 “Subcontractor” Includes every person furnishing material, equipment or performing labor as a sublet of any part of contract.

1.3 General

1.3.1 Owner:

The Owner of these projects is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

Project Location:

800 Lincoln Way , Ames IA 50010

1.4 Bidding Documents

1.4.1 Addenda

- Addenda, if issued, will be posted to the Iowa DOT’s website. All addendums must be acknowledged by bidders and included in the Bid Response.
- All addenda so issued shall become part of the contract documents.

1.4.2 Withdrawal Period

Prime Contractors, subcontractors and material suppliers on these projects agree to guarantee their proposal costs and work to be performed for a period of thirty (30) days after the date of receipt of bids.

Section 2 Administrative Information

2.1 Issuing Agent

The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful contractor).

2.2 Restriction on Communication

From the issue date of this RFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Agent.

The Issuing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted in writing to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFB will not be accepted. Questions related to the interpretation of this RFB must be submitted as provided in section 2.5. Contractors may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.*

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of the RFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Contractor verbally shall not be considered part of that Contractor's proposal. Only written communications from the Contractor and received by the Department shall be accepted.

With the exception of the written Bid Response which must be submitted by Contractors in accordance with Section 2 herein, communications between the Issuing Agent and Contractors may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFB from the Internet

All correspondence for this Bid Proposal will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule. **Bidders are required** to visit the Iowa DOT's home page periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Contractor submission, the Iowa DOT will issue an addendum to the RFB. All times listed are Central Times.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Contractors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the deadline stated in the Procurement Timetable. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted on or before the deadline stated in the Procurement Timetable and posted on the Iowa DOT's website (see Section 2.3) If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the bidder should immediately notify the Issuing Agent in writing of such error and request modification or clarification of the RFB document.

2.6 Revisions to Contractor Bid Response

Contractors who submit Bid Proposals in advance of the bid opening date may withdraw, modify, and resubmit Bid Proposals at any time until the bid opening date and time. Contractors must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Contractor shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.7 Submission of Bid Responses

The Iowa DOT must receive Bid Responses addressed to the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any Bid Response received after this deadline will be rejected and returned unopened to the contractor.

Contractors mailing Bid Responses must allow ample mail delivery time to ensure receipt by the Iowa DOT on or before the due date. Postmarking by the due date will not substitute for actual receipt of the Bid Response.

Electronic mail and faxed Bid Responses will not be accepted.

Contractors must furnish all information necessary to evaluate the Bid Response. Bid Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Response.

2.8 Bid Response Opening

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. Bid Responses will remain confidential until a bid tabulation has been posted on the Iowa DOT's website for all bidders to view the results in the form of "Intent to Award" See Iowa Code Section 72.3.

The names of the Contractors who submit compliant Bid Responses within the time frame permitted will be available for public review after the contract has been awarded.

2.9 Costs of Preparing the Bid Response

The costs of preparation and delivery of a Bid Response are solely the responsibility of the Contractor.

No payments shall be made by the State to cover costs incurred by any Contractor in the preparation of or the submission of this RFB or any other associated costs.

2.10 Reasonable Accommodations

Upon request, the Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities. If accommodations are required at time of a bid opening, contact the Issuing Agent designated on the cover page.

2.11 Rejection of Bid Responses

The Iowa DOT reserves the right to reject any or all Bid Responses, in whole or in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Contractor to provide services.

It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the awarded Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT reserves the right to negotiate a contract with the next lowest Bidder.

2.12 Disqualification

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.12.1 The Contractor states that a requirement of the RFB cannot be met.

2.12.2 The Contractor's Bid Response materially changes a requirement of the RFB or the Bid Response is not compliant with the requirements of the RFB.

2.12.3 The Contractor's response limits the rights of the Iowa DOT.

2.12.4 The Contractor fails to include a *proposal guarantee*, also known as bid bond or bid security, *if required*. See Bid Response cover page and **Section 2.33**.

2.12.5 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee (if required).

2.12.6 The Contractor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.

2.12.7 The Contractor initiates unauthorized contact regarding the RFB with state employees.

2.12.8 The Contractor provides misleading or inaccurate responses.

2.12.9 The Contractor fails to attend the mandatory Contractors Conference or Pre-Bid meeting.

2.12.10 The Contractor's Bid Response is materially unbalanced.

2.12.11 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Contractor is a "Responsible Contractor".

2.12.12 The Contractor alters the Bid Proposal language in any way.

2.13 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder's Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Contractors; that do not change the meaning or scope of the RFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.14 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the bidders Bid Response.

2.15 Information From Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Contractor's Bid Response, specifically, the Contractor's financial stability, past or pending litigation, and publicly available information.

2.16 Verification of Bid Response Contents

The content of a Bid Response submitted by a Contractor is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the Bid Response.

2.17 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

- 2.18 Bid Response Clarification Process** The Iowa DOT reserves the right to contact a Contractor after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Response. The Iowa DOT will not consider information received if the information materially alters the content of this Bid Proposal or alters the type of goods and services the Contractor is offering to the Iowa DOT. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.

2.19 Disposition of Bid Responses

At the conclusion of the selection process, the contents of all Bid Responses will be in the public domain and be open to inspection by interested parties except for information for which Contractor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a Contractor as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

2.21 Release of Claims

By submitting a Bid Response, the Contractor agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFB.

2.22 Award Notice and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/bidaward. Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and redirect the contract to the next lowest bidder meeting the specifications.

2.23 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no Contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Iowa DOT.

2.24 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.25 No Minimum Guaranteed

The Iowa DOT anticipates that the selected Contractor will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor or any minimum usage of the Contractor's services.

2.26 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Contractor to the terms and conditions contained in this RFB. Should the Contractor take exception to the terms and conditions required by the Iowa DOT, the Contractor's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Contractor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Contractor's Bid Response.

2.27 News Releases

No news releases or other materials pertaining to this procurement, or any part of this proposal, will be made available to the media or the public, the Contractor's clients or potential clients without the prior written approval of the Iowa DOT.

2.28 Pre-Bid Conference

If the Procurement Timetable indicates a Contractor's Pre-Bid Conference will be held in conjunction with this RFB, it will be held at the date, time, and location listed on the Procurement Timetable immediately following the cover page. If Attendance at the Contractor's Pre-Bid Conference is a mandatory requirement to submit a Bid Response, it will be indicated on the Procurement Timetable. The purpose of the Pre-Bid conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFB. Verbal discussions at the Pre-Bid conference shall not be considered part of the RFB unless confirmed in writing by the Iowa DOT and incorporated into this RFB. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred.

A copy of the questions and answers will be posted on the DOT website for viewing.

2.29 Contractors Responsibilities

2.29.1 Codes, Laws and Regulations

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to these projects. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

2.29.2 Licenses, Permits and Inspections

The Bidders shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. Bidders shall pay for all licenses, permits and inspection fees required for its work. Bidders must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.30 Consideration of Bids

2.30.1 Rejection of Bids

The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
Conditional bids will not be accepted.

2.30.2 Qualification of Bidder

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the Bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

2.31 Performance and Payment Bonds

2.31.1 Bonds

If the contracted estimated value is \$25,000 or more, the successful Bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Bidder's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

2.31.2 Power of Attorney

Attorney-in-fact who signs the Proposal Guarantee, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

2.32 Labor Regulations

All Bidders, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.

2.33 Proposal Guarantee

If required each bid must be supported by a Proposal Guarantee in the sum indicated on the Bid Response cover page. See Standard Terms and Conditions included in the Bid Proposal section A-3.

Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than indicated in the Bid Proposal. If a proposal guarantee is submitted, it must be submitted on **Iowa DOT Form No. 131084** or **bid will be rejected**.

The proposal guarantee from the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates are filed. All other bid securities will be returned after the award has been made.

Section 3 General Requirements

3.1 Scope of Work

Successful Bidder shall be required to provide all materials, labor, and equipment necessary for the following construction project as it relates to the replacement of Chiller #2.

The replacement chiller must meet the following minimum specifications and requirements while also being as green and energy efficient as possible for a unit this size, while still giving us maximum power.

Work must be conducted during business hours of 7:00a.m. – 3:30 p.m. M- F. To accommodate the fall shut down day time temperatures must not exceed 45 degrees.

Contractor shall supply manufacturer specifications and brochures for all units bid.

All work shall be performed in a workman-like manner, to industry standards and to be compliant with all local, state and federal regulations, including but not limited to building codes, licenses, permits, and these specifications.

Contractor shall take extra care not to harm any nearby structures or equipment during the course of this work.

Removal of Current Chiller:

Contractor is to remove and safely dispose of existing Chiller #2.

Contractor shall purge, remove and dispose of any piping, refrigerant lines, electrical wiring and other accessories not needed for the installation of the new unit. Contractor will ensure

Contractor will be responsible to drain and dispose and remove from site all refrigerant, oils as per Iowa Code.

Both chiller loops and tower are to be to be drained. DOT will be responsible for draining of the chilled and dispenser water.

Currently DOT has 2 chillers which share a cooling tower: Chiller #1 will remain up and running to allow for Chiller #2 to be replaced.

Current Environment:

DOT's current chiller #1 is a York chiller , DOT must have the ability to operate both chiller #1 and #2 parallel to each other.

The new chiller must have the capability to communicate with our Metasys system. Metasys which is a Johnson Controls Product. Metasys is a software system is used to operate heating and cooling functions for our DOT complex buildings. (Is this an accurate statement?)

DOT has a very limited amount of space available for the new chiller. It must fit under the piping on the ceiling and be placed on the current existing concrete pads. See attached pictures and blueprints for room measurements

Chiller Replacement Minimum Requirements:

Contractor shall supply and install a new air cooled chiller unit. This unit must meet the following minimum specifications but not be limited to.

Chiller is to be a 450 ton unit

Chiller is to be factory insulated, using industry standard for the R value.

Chiller must operate on R134A refrigerant

Piping is to have Victaulic fittings are 8".

Contractor will not be required to provide chemical treatment or rust inhibitor

Contractor to furnish and install VFD (variable frequency drive) starter.

Contractor to replace (2) 8" butterfly valves.

Chiller to be vented through roof. Contractor will be responsible for ensuring the vent ties into our existing vent. Vent pipe size is to be 2 inches with a 3 inch roof boot. Using necessary seal or caulking to ensure we do not experience leaks around the vent.

Contractor shall provide start up and verify the chiller is operating properly.

A licensed certified Plumber / HVAC is to do the installation of the new chiller.

DOT would like to if possible have the chiller unit installed with the high voltage panel facing the east wall of the building for safety purposes.

Contractor must provide all user manuals, manufacturer warranty on equipment and labor warranty.

In addition please include any extended warranty information and prices that might be available, we are asking for an extended warranty for up to 10 additional years after the expiration of the original warranty.

DOT has included the current chiller specification for comparison.

Electrical requirements:

Chiller unit must a 3 phase 480 volt unit

Contractor is required to supply and install necessary electrical wiring, disconnects, breakers, etc. to facilitate equipment operation as per state and local code requirements.

Electrical work must be conducted by a licensed certified electrician.

3.2 Adoption of General Conditions

3.2.1 The General Requirements of this Contract shall include the "General Conditions", "Plans and Specifications" and any and all requirements of this RFB, as herein stated.

3.2.2 "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.

3.2.3 All bidder information and conditions, bid check lists and similar documents included in the specifications issued by the Iowa DOT, Ames, Iowa are hereby made a part of the General Conditions.

3.3 Contractor Response

3.3.1 Guidelines

- Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment (PPE), fall protection and ventilation.
- Contractor may be required to make available to the Iowa DOT all Material Safety Data Sheets (MSDS) for all products provided at time the apparent low bidder has been determined. MSDS shall be sent to the Issuing Agent (when applicable) prior to issuance of the contract.

3.3.2 Guarantee

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the substantial completion date. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.
- The Guarantee shall include, but not be limited to the following elements and services:
 - a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.

- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

3.3.3 Workmanship

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

3.3.4 Shop Drawings and Samples

- Shop drawings, specification data, and samples shall be submitted to the Iowa DOT for approval and/or selection prior to the placing of orders for any equipment and materials.
- Shop Drawings: Submit details of materials, systems and equipment to the Iowa DOT for review. The Contractor shall provide **2 copy** of each shop drawing for all systems and equipment as indicated in each Division of the specifications: (Note: Submission of Shop Drawings not in binders, but in loose sheet form, may be considered cause for rejection with resubmission in proper form required).

- Product Data: Submit manufacturer's product data to the Iowa DOT for approval, consisting of complete specifications, test report data, installation instructions, and other pertinent technical data required to complete product.
 - a. Intent of Shop Drawings and Product Data review is to check for capacity, rating and certain construction features. Ensure that work meets requirements of Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction, and for coordination of work of this and other Sections.
 - b. Perform work in accordance with submittals marked "No Exception Taken" to extent that they agree with Contract Documents. Submittal review shall not diminish responsibility under this Contract for dimensional coordination, quantities, installation, wiring, supports, access, service and errors, nor for deviations from requirements of Contract Documents. Requirements of Contract Documents are not limited, waived, nor superseded by Shop Drawing Review.
 - c. Submittals of various systems shall indicate equipment supplier used and that all equipment of particular system is being furnished by same supplier. Supplier shall be qualified to supervise installation, connection and testing of system and have competent maintenance service for respective systems.
 - d. Shop Drawings and samples will be reviewed with reasonable promptness and will be stamped indicating appropriate action as follows:
 - 1) **"No Exception Taken"** means that fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.
 - 2) **"Make Corrections Noted"** means that fabrication, manufacture, or construction may proceed providing submittal complies with Engineer's notation and Contract Documents. If, for any reason, notations cannot be complied with, resubmit as described for submittals stamped **"Reject"**.
 - 3) **"Revise and Resubmit"** means submittal information is incomplete or ambiguous and therefore clarification or additional information is required to ascertain compliance with the contract documents, and that fabrication, manufacture or construction shall not proceed. Provide additional data required by the contract documents and resubmit.
 - 4) **"Reject"** means that submittal does not comply with Contract Documents and that fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with requirements of Contract Documents.

3.3.5 Use of Premises

- All Contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.
- Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

3.3.6 Cutting and Patching

Similarly, each Contractor shall perform all necessary patching that result from cutting of holes. The Prime Contractor shall resolve any conflict between trades, and it will be the Contractor's responsibility to see all patches are made. Any and all through-wall penetration requiring structural modifications and or structural members shall be provided by the Prime Contractor.

3.3.7 Clean-Up

Throughout the period of construction, the Contractor shall clean up all work and yard areas and keep the area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the Contractor shall remove all debris, tools and equipment from the project site.

3.3.8 Inspection and Supervision

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the Contractor to ensure coordination of the project.
- The Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT notice no less than 24 hours in advance of installation.
- After the award, installation and start up the Iowa DOT contact shall be: Brett Hambly 515-239-1275 or Daniel Frettim

3.3.9 Contractors Construction Schedule

The Successful Bidder will, at the pre-construction meeting, submit a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

3.3.10 Verifying Work of Other Contractors

- When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to the Iowa DOT project lead any defects in such work and/or discrepancies between executed work plans, drawings or specifications.

- Contractors shall employ such methods and means in carrying out work as will not cause interruption or interference with any other Contractor. General Contractors shall give other Contractors sufficient notice to permit installation of sleeves, piping, conduit, and other items, prior to placing concrete or laying masonry. Any Contractor failing to comply with above shall be responsible for expense caused by such failure.

3.4 Sub-Contractors

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors, schedule of values, and major material suppliers at the pre-construction meeting.
- The Iowa DOT shall approve and maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," "Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of the Iowa DOT.

3.5 Protection of Persons and Property

3.5.1 Safety and Health Regulations

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to these projects.

3.5.2 Protection of Site

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of these projects.
- The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3.6 Miscellaneous Provisions

3.6.1 Iowa State Building Code

- All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.
- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2012 where applicable.

3.6.2 Discriminatory Practices

- All Contractors or subcontractors working under the terms of these projects are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.
- Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the Contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion or natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

3.7 Contractors Responsibilities

3.7.1 Site Visit

- It is recommended, but not required, that prospective bidders on these projects shall visit the job site prior to submitting a quotation. It is also recommended that prospective bidders visit a similar completed project.
- No considerations or revision in the contract price or scope of the project will be considered by the Iowa DOT for any item which could have been revealed by a thorough on-site inspection and examination.

3.7.2 Conditions of Work

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other Contractor.

3.7.3 Obligation

At the time of the bid opening, each bidder will be presumed to have read and become thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.

Bidders are responsible for the proper submission of bids. Omissions by a bidder to examine a form, instrument, or document shall in no way relieve that bidder from any obligations in respect to their bid.

Bid Proposal Documents

Plans and Specifications

Electronic Plans and specifications are available on the Iowa DOT's website, www.iowadot.gov/purchasing. The Bidder is responsible for all copies of plans and specifications necessary for the execution of the work.

In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

Materials and Equipment

Manufacturers and products, in addition to those specifically listed, may be acceptable when it is proven to the satisfaction of the Iowa DOT that:

The level of quality proposed is equal to or better than that of the referenced manufacturer/Bidder's quality.

The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.

The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.

Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.

Contractors must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

3.8.3 Alternates or Exceptions- alternates or exceptions must be evaluated prior to the letting date listed in this proposal.

Section 4 Contract Terms & Conditions

4.1 Contract Award

Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. The DOT will award to the lowest, most responsive, responsible bidder. The Iowa DOT reserves the right to accept the bid(s) which best serves the interest of the State.

Bid price will include all requirements listed in Section 3 to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

A "Prime" contract shall be awarded for each project for all work shown on the Drawings and described in the Specifications including Site work, General construction, Demolition, Plumbing, Mechanical, Energy management and control and Electrical work. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

4.2 Contract Period

See Bid Proposal timeline for dates. The date of completion shall be stated in calendar days on the Bidder's Bid Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful bidder prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

4.3 Liquidated Damages

Time is an essential component of the contract, and it is important that the work be completed on or before the dates listed on the Procurement Timetable. For each calendar day that any work shall remain uncompleted beyond the substantial completion date and beyond the final completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the Bid Response cover page will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Iowa DOT shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.

Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.

The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Iowa DOT's right to collect any additional damages other than time delays, which the Iowa DOT may sustain by the failure of the Contractor to carry out the terms of the contract.

4.4 Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa DOT and its officials and employees from liability arising out of or resulting from the Contractor's activities at the designated work site, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

4.5 Payments and Completion of Contract

4.5.1 Payments on contract will be made monthly by means of state warrants to the extent of ninety-seven percent (97%) of the value of work performed, including acceptable material stored at the building site, as determined by the Contractor as governed by the Iowa DOT Standard Specifications for Highway and Bridges Construction, Series 2012 and General Supplemental Specifications.

4.5.2 At the Pre-Construction Conference, the contractor shall submit a schedule of values of the various parts of the work, aggregating the total sum of the contract, made out in such form as the Iowa DOT may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Iowa DOT, shall be used as a basis for requests for payment.

4.5.3 Final payment shall be authorized not later than thirty (60) days following the completion and final acceptance of the contract, provided that the provisions herein and all other contract requirements have been fulfilled, accepted and approved, where no claims have been filed or following adjudication or release of claims as provided in Chapter 573 of the Code of Iowa.

4.5.4 No notification of payment being processed, no payment made to the Contractor, no partial payment, nor the entire use or occupancy of the work by the Iowa DOT shall be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

4.6 Insurance Requirements

Contractor's Insurance

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Iowa DOT shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Iowa DOT as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - Comprehensive General Liability including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage
 - Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

Builders Risk Insurance

- Each Contractor holding a valid contract with the Iowa DOT shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date
- Contract Period

4.7 Public Contract Termination

The provisions of Iowa law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.



CHILLED WATER SUPPLY

CHILLED WATER RETURN

approximately 91" to 96" in width

From floor to bottom of pipe 101 1/2" high

walk way is 43" between machines

steel pad

6" high



Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: _____

Proposal No.: _____

BRAE form due on or before: _____

Item: _____

Spec. No.: _____

Request: _____

Bidder Proposes to furnish in lieu of above: _____

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation
Purchasing Section
Attention: Jody McNaughton
Email: jody.mcnaughton@dot.iowa.gov

Fax No.: 515-239-1538

Submitted By _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone No. _____

Fax No. _____

=====

DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____

Bidder _____

SEALED BID

LETTING DATE: September 30, 2015

PROPOSAL NO: 15085

PROPOSAL DESCRIPTION: Replacement of Chiller #2

**Iowa Department of Transportation
PURCHASING - SEALED BID PROPOSAL
800 Lincoln Way
Ames, IA 50010**